



## STANDARD TERMS AND CONDITIONS OF SALE FOR LONG PRODUCTS GROUP

Steel Dynamics Sales North America, Inc., selling goods manufactured by Steel Dynamics' Engineered Bar Division or its Structural and Rail Division, Roanoke Electric Steel Corporation, Vulcan Threaded Products, Inc., SWVA, Inc., Steel Ventures, Inc., Marshall Steel, Inc., and SWVA Kentucky, LLC, all affiliates of Steel Dynamics, Inc., provide a variety of steel long products (herein the "**Goods**"). For purposes of these Standard Terms and Conditions of Sale, the term "**Seller**" shall mean and refer to the seller in each instance of Goods sold as described in Section 1.0 below, whether such seller is Steel Dynamics Sales North America, Inc., Roanoke Electric Steel Corporation, Vulcan Threaded Products, Inc., SWVA, Inc., Steel Ventures, Inc., Marshall Steel, Inc., or SWVA Kentucky, LLC, or any one or more of the foregoing.

Sales to any buyer (herein a "**Buyer**") of Goods by Seller shall be governed by these Standard Terms and Conditions of Sale ("**Standard Terms and Conditions**") and they shall be binding upon both the Buyer and the Seller.

### 1.0 CONTROLLING TERMS AND CONDITIONS

These Standard Terms and Conditions will constitute the entire agreement between the Buyer and the Seller with respect to the sale, from time to time, of Goods by Seller to Buyer, except for matters involving quantity, price, specifications, or delivery terms, which will be agreed to either in the manner provided below or through a pricing agreement signed by both parties. If such a pricing agreement has been agreed to and signed by both parties, it will be deemed incorporated into and form part of the parties' agreement. The submission by Buyer of a purchase order or similar document ("**Purchase Order**"), and the terms and conditions set forth in a Purchase Order, shall not be considered an offer to, or otherwise act in any way, to amend, modify, alter, or terminate these Standard Terms and Conditions. The Purchase Order, and any confirming order or sales acknowledgement form, including the order acknowledgment to which these Standard Terms and Conditions are attached (herein the "**Order Acknowledgment**"), sent by Seller, may be evidence of an agreement by the parties as to and limited to the quantity, price, specifications, or delivery terms of Goods to be sold hereunder. Without limiting the foregoing, (i) the terms and conditions of these Standard Terms and Conditions shall control in the event of any conflicting or inconsistent terms and conditions in a Purchase Order, and (ii) Buyer agrees that Seller will be selling Goods to Buyer based on and in reliance upon Buyer's agreement that Buyer assents to all of the terms and conditions set forth herein. Seller's performance or shipment of Goods shall not be deemed an acceptance of any provision of an offer, expression of acceptance, confirmation, or any other communication from Buyer (including a Purchase Order) which is different from, or inconsistent with, the

terms and conditions of these Standard Terms and Conditions. Without limiting the foregoing, Seller objects to and is not bound by any term or condition on or in Buyer's offer, Purchase Order, expression of acceptance, confirmation or any other communication which is different from, inconsistent with, or in addition to these Standard Terms and Conditions and any such terms and conditions proposed by Buyer are hereby expressly rejected.

### 2.0 PRICES

The price for Goods shall be as reflected in and agreed to by the parties in the Purchase Order and Order Acknowledgment; provided, however, that if the Seller announces a general price increase, the purchase price shall be revised to include such price increase. If transportation charges are included in the prices, any changes in transportation charges shall be to Buyer's account. Unless otherwise stated herein, Seller shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. All prices are quoted, and all amounts are payable in U.S. dollars. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Goods by Seller to Buyer or upon any sale, delivery, or other action taken under any Purchase Order, or upon the export or import of such Goods, or if any change shall be made in the custom house or railway classification of such Goods or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Buyer.

### 3.0 TERMS OF PAYMENT

#### 3.01 PAYMENT

Subject to the provisions of Section 4.0 below, Buyer shall pay the net invoice amount for all Goods purchased in full within thirty (30) days from date of invoice. Buyer agrees to pay interest on all amounts not paid within thirty (30) days at a rate of eight percent (8%) per annum. In no event shall the rate of interest exceed the rate allowed under applicable law. If Seller shall, in its sole discretion, deem itself to be insecure regarding Buyer's ability to fulfill the terms of payment herein specified, whether due to Buyer's financial condition or any other reason, Seller may modify the credit terms herein, including requiring full or partial payment in advance of delivery. All payments shall be made in U.S. dollars.

#### 3.02 REMEDIES UPON FAILURE TO PAY

In the event Buyer fails to make payment of the purchase price or any portion thereof when due, Seller shall have the right to (i) suspend performance with respect to any pending order or shipment of Goods, and (ii) employ an attorney to collect the balance due and Buyer agrees to pay all collection costs and expenses incurred by Seller, including Seller's reasonable attorneys' fees.

### 4.0 CREDIT APPROVAL

Performance of work and shipment of Goods will at all times be subject to approval by Seller's Credit Department. Seller may at any time condition its performance upon receipt of advanced payment, acceptable security, or agreement to other reasonable credit-related

terms and conditions. Buyer represents that by placing its order it is not insolvent as that term is defined in §1-201 (23) of the Uniform Commercial Code, and, should Buyer become insolvent before shipment of the Goods, it will promptly notify Seller. Failure to notify Seller of insolvency shall be deemed to constitute a written representation of Buyer's solvency as of the date of shipment of Goods.

## 5.0 SHIPMENT

### 5.01 SHIPMENT OF GOODS

Unless otherwise indicated on the applicable Order Acknowledgment, shipment terms with respect to Goods are EXW (Incoterms® 2020) loaded Seller's facility specified in the applicable Order Acknowledgment (the "**Delivery Point**"). Delivery occurs and title and risk of loss pass to Buyer when Seller places the Goods at the Delivery Point. Shipment shall be made freight prepaid and a freight charge shall be included in Seller's invoice, unless otherwise stated herein or in the applicable Order Acknowledgment (in which case shipment shall be made freight collect). All claims for damages incurred during shipment, whether to person or property, shall be made by Buyer directly to the Carrier (as that term is defined by Incoterms® 2020), including any claims arising from the failure of the Carrier to comply with federal, state and local weight and/or size limitations. In the event that Seller arranges for a Carrier to ship the Goods to Buyer, Buyer acknowledges that such arrangement is for Buyer's benefit and does not impact the passage of title or risk of loss, and Buyer releases Seller for any claims, whether to person or property, arising out of the shipping of the Goods sold. Buyer further acknowledges that Seller's weighing of the Goods is not for the purpose of determining conformity of the shipment with local, state or federal laws or conformity with any permit issued to the Carrier.

### 5.02 SHIPMENT SCHEDULE AND INSPECTION

(a) Shipment schedules are approximate and are based upon market and production conditions at the time of Seller's acceptance of Buyer's order. Seller shall in good faith attempt to have the Goods available for shipment by the date specified on Seller's Order Acknowledgment.

(b) Buyer shall promptly inspect the Goods upon delivery. If, upon receipt by Buyer, the Goods shall appear not to conform to the Seller's Order Acknowledgment, Buyer shall immediately notify Seller of such condition and afford Seller a reasonable opportunity to inspect the Goods. No Goods may be returned by Buyer without Seller's prior written consent.

### 5.03 FAILURE TO ACCEPT SHIPMENT

Except where and only to the extent that Seller has agreed in writing to accumulate Goods for Buyer's account for later shipment, and without otherwise limiting Seller's remedies available under the law, if Buyer requests a delay of a shipment of Goods otherwise ready for shipment, or Buyer fails to release Goods for shipment or Buyer fails to provide information or documentation necessary for the delivery of Goods otherwise ready for shipment, then Seller reserves the right (i) to ship without further notice

provided that the Buyer has failed to pick up goods that are available for pickup within 10 days of the date it is notified of said availability, (ii) sell available goods to another Buyer.

### 5.04 BUYER CANCELLATION

Buyer may not cancel, modify or otherwise change orders after Goods are in process or scheduled for production without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Any such cancellation, modification or alteration shall be subject to such conditions as may be mutually acceptable to Buyer and Seller, which conditions shall include, at a minimum, protection of Seller against loss.

## 6.0 WARRANTY

### 6.01 Warranty on Goods.

(a) Subject to the provisions of Sections 7.00 and 8.0 below, for a period of one (1) year after the Shipment Date ("**Warranty Period**"), Seller warrants that the Goods will conform to the specifications or grade described in the Order Acknowledgment (the "**General Warranty**"). For purposes of these Standard Terms and Conditions, the term "**Shipment Date**" shall mean the date the Goods are shipped from the Seller's place of business or from an outside processing facility or storage facility designated by Seller, as the case may be.

(b) **SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Seller extends the warranties under this Section 6.01 only to Buyer. The warranties do not extend to Buyer's successors and assigns. The warranties are non-transferable and non-assignable. Buyer and its agent and representatives may not claim, represent or imply to Buyer's customers, distributors, or contractors that the warranties extend to parties other than Buyer, and any violation thereof shall excuse Seller from its warranty obligations under these Standard Terms and Conditions.

6.02 Seller shall have no obligations under this Section 6.0 unless and until Seller receives payment in full for the applicable Goods.

6.03 If the Goods are zinc coated products, the Warranty Period referenced in Section 6.01(a) is thirty (30) days.

## 7.0 CLAIMS

7.01 Inspection; Limitation on Claims. With respect to Goods:

(a) Buyer must exercise diligence in inspection of Goods as received from Seller to mitigate damages in the event of repair or replacement of non-conforming Goods; inspection of Goods shall be completed within five (5) business days of receipt.

(b) Any claims made by Buyer against Seller based on breach of warranty or other provision under these Standard Terms and Conditions shall be (i) subject to and made in conformance with Seller's respective Claims Policy ("**General Claims Policy**") in effect at the Shipment Date, and (ii) brought within the claims period established by the General Claims Policy. A copy of the current version of the General Claims Policy has been or will be provided by Seller. Seller may, from time to time, amend the General Claims Policy, and Seller will send to Buyer a copy of the amended and restated General Claims Policy.

(c) Any legal action that Buyer brings against Seller for breach of warranty under Section 6.01 and/or 7.01 must be brought within ninety (90) days of the expiration of the Warranty Period or be forever barred.

(d) If Goods fail to conform to the applicable warranty given herein, and if Buyer has made a timely claim pursuant to Section 7.01(b), then Seller will honor the claim in the manner consistent with the Seller's General Claims Policy, but always subject to the following: The remedy, to be determined in Seller's sole discretion, of (i) repairing the non-conforming Goods, (ii) replacing the non-conforming Goods, (iii) issuing a return authorization and credit for the purchase price of the non-conforming Goods, or (iv) adjusting the purchase price of the non-conforming Goods, shall represent and constitute the sole and exclusive remedy available to Buyer for a breach of warranty (or other breach of contract) claim, tort claim (including negligence or strict liability), or any other claim with respect to the Goods.

#### 7.02 Limitation on Damages.

THE LIABILITY OF SELLER ARISING OUT OF THE SUPPLYING OR SELLING OF THE GOODS, OR THEIR USE BY BUYER OR BUYER'S CUSTOMER, AND WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE GOODS. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER, WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY **SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES**, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE.

### **8.0 PERMISSIBLE STANDARDS, TOLERANCES AND VARIATIONS; INFORMATION PROVIDED BY OTHERS**

Except otherwise stated herein or as otherwise agreed to in writing in a separate instrument, with specific reference to or intended to govern this transaction, all Goods shall be produced in accordance with

Seller's standard practices. All Goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and quality, deviations from tolerances and variations consistent with practical testing and inspection methods, and regular mill practices concerning over and under shipments. Seller shall not be responsible for the correctness, adequacy or consistency of any specifications or other information furnished by others, including (but not limited to) drawings, material specification, coatings, structural design or details, plans, bills of material, or any other type of information, regardless of how it is communicated.

### **9.0 APPLICABLE LAW**

These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Indiana. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the jurisdiction of the state and federal courts of (i) the State of Indiana if the Seller is Steel Dynamics Sales North America, Inc. or (ii) the State of West Virginia if the Seller is SWVA, Inc., or (iii) the State of Kentucky if the Seller is Steel Ventures, Inc., or (iv) the State of Tennessee if the Seller is Marshall Steel, Inc., or (v) the State of Kentucky if the Seller is SWVA Kentucky, LLC, or (vi) the State of Virginia if the Seller is Roanoke Electric Steel Corporation, or (vii) the State of Alabama if the Seller is Vulcan Threaded Products, Inc., for any litigation which may arise out of or be related to these Standard Terms and Conditions of Sale. Buyer waives any objection based on forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with these Standard Terms and Conditions must be brought in a state or federal court of the State having jurisdiction as stated above, as the case may be. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL HAVE NO APPLICATION TO THESE STANDARD TERMS AND CONDITIONS OF SALE.

### **10.0 COMPLIANCE WITH LAWS**

By acceptance of these Standard Terms and Conditions and/or the receipt of the Goods, Buyer represents and warrants that it is not subject to any U.S. sanctions laws, directly or indirectly, and is in compliance with all applicable U.S. and foreign laws in relation to the transaction, including the U.S. Foreign Corrupt Practice Act and regulations administered by the U.S. Office of Foreign Assets Control. Buyer confirms that the Goods will not be re-exported or transshipped in violation of any export controls or sanctions regulations of the United States, including but not limited to trade embargoes and denied parties lists. The Goods are exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. A separate End Use Certification or export compliance documentation may be required by Seller, and shall be provided by Buyer upon request, for any Goods leaving the United States.

### **11.0 FORCE MAJEURE**

Seller shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Seller, including, but not limited to, force majeure, acts of God, acts or omissions of Buyer, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, imposition of laws or regulations by any government, quarantine restrictions, flood, natural disasters, riot, war, inability to obtain necessary labor, materials or supplies or any cause which renders Seller's performance commercially impractical (each a "*Force Majeure Event*").

**12.0 CONFIDENTIAL INFORMATION**

All non-public, confidential or proprietary information of either Seller or Buyer, including specifications, designs, documents, data, business operations, pricing, discounts or rebates, disclosed by either Seller or Buyer to the other, whether disclosed orally or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the sale of Goods by Seller to Buyer is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the other shall promptly return all documents and other materials received from the disclosing party. The disclosing party, in addition to all other remedies available at law (which remedies are not waived by the exercise of any rights hereunder), shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Section 12.0, and the other party hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. This provision shall not apply if Seller and Buyer are party to a currently effective Non-Disclosure or Confidentiality Agreement.

**13.0 WAIVERS**

The provisions of these Standard Terms and Conditions may be waived only by a written instrument executed by the party waiving such provision. Any waiver by Buyer or Seller of a breach of a term or condition of these Standard Terms and Conditions of Sale shall not be construed as a waiver of any other breach of any other term or condition, or a waiver of any similar future breach of the same term or condition.

**14.0 INTEGRATION AND NO ORAL MODIFICATIONS**

Except as otherwise provided in Section 1.0, these Standard Terms and Conditions contain the entire understanding between the parties with respect to the transactions and subject matter contemplated hereby and supersedes, merges, and replaces all prior and contemporaneous agreements and understandings, oral or written, between the parties. These Standard Terms and Conditions may not be orally amended or changed but may only be amended or changed by written instrument executed by both the Seller and the Buyer. These Standard Terms and Conditions may be modified from time to time by the Seller. Any such modifications will not become effective until thirty (30) days after written notice of the modification has been provided to the Buyer.

By signing, the undersigned represents that he or she has the authority to bind the Buyer to the terms of this Agreement.

BUYER: \_\_\_\_\_

(Legal Name of Buyer)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_